

| | | | |
|---|--|---|--|
| Document Number | | Document Title | |
| State of Wisconsin Department of Natural Resources PO Box 7921 Madison, Wisconsin 53707-7921 | | Priority Watershed and Priority Lake Program Cost-Share Agreement AMENDMENT Form 3400-068A (R 12/03)Page 1 of 6 | |
| Notice This form is authorized by s. 281.65, Wis. Stats., and chs. NR 120 and NR 154, Wis. Adm. Code. Completion of this form is mandatory. Failure to submit a completed form to the Department of Natural Resources will result in the denial of cost-share funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.]. | | | |
| Grant Information | | | |
| Governmental Unit (Grantee Name) | | CSA Number | |
| Grant Number | | Amendment Number | |
| Watershed (Project Name) | | | |

| |
|--|
| Recording Area |
| For more information, call or contact: |

Name of Landowner/Operator (Last, First, M.I.) ☐ Check (X) if this is a name change and provide explanation on page 6.

| | | | |
|----------------|------|-------|----------|
| Street Address | City | State | ZIP Code |
|----------------|------|-------|----------|

Property Information

Name of Landowner(s) (if not operator) (Last, First, M.I.)

| | | | |
|----------------|------|-------|----------|
| Street Address | City | State | ZIP Code |
|----------------|------|-------|----------|

Legal Description of Property - Contiguous sites under the same ownership: (add additional sheets if necessary)

Identify each construction site within the property described above. Do not duplicate full legal description of property.

| County | Township | Range | E / W | Section | Quarter/Quarter (e.g., NW ¼ of the NE ¼) |
|--------|----------|-------|-------|---------|--|
| | N | | | | |
| | N | | | | |
| | N | | | | |
| | N | | | | |

Agreement

The property described above is enrolled in Wisconsin's Priority Watershed and Priority Lake Program. Cost-share funds are provided to the landowner/operator in return for the installation, operation, and maintenance of best management practices (BMPs) designed to enhance water quality (see s. 281.65, Wis. Stats., and chs. NR 120 and NR 154, Wis. Adm. Code). This agreement commits the landowner/operator, their heirs, successors, and assigns to fulfill the cost-share agreement until a satisfaction or release is filed by the governmental unit (grantee). (See s. NR 120.13(10), Wis. Adm. Code, for recording requirements with the County Register of Deeds.)

This document amends the cost-share agreement entered into between (gov. unit) _____ and (landowners) _____ and recorded on (date) _____ of _____, 20 _____ in volume _____ of _____ at page _____ as document number _____.

Attachment 1 which describes specific changes to the cost-share agreement is hereby incorporated into this agreement and is on file with the governmental unit (grantee) and the Wisconsin DNR regional office. The Governmental Unit (grantee) may include special conditions in this document by creating Addendum 3.

Priority Watershed and Priority Lake Program
Cost-Share Agreement AMENDMENT

Form 3400-068A (R 12/03)

Page 2 of 6

Landowner/Operator

Signed this _____ day of _____, 20 ____.

Signature of Landowner/Operator

Signature of Landowner/Operator

Typed Name of Landowner/Operator

Typed Name of Landowner/Operator

STATE OF WISCONSIN)
)
____ County) ss. Personally came before me this _____ day of _____, 20 _____,
) the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Landowners (if not operator)

If landowner section is not completed, check (X) one or both of the following that apply:

- ☐ Landowner is also the operator
☐ Cost-share agreement contains only high residue management, nutrient management, pesticide management, cropland protection cover (green manure)

Signed this _____ day of _____, 20 ____.

Signature of Landowner (if not operator)

Signature of Landowner (if not operator)

Typed Name of Landowner (if not operator)

Typed Name of Landowner (if not operator)

STATE OF WISCONSIN)
)
____ County) ss. Personally came before me this _____ day of _____, 20 _____,
) the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Governmental Unit (grantee)

Signed this _____ day of _____, 20 ____.

Signature of Authorized Governmental Unit Representative (grantee)

Typed Name of Authorized Governmental Unit Representative (grantee)

STATE OF WISCONSIN)
)
____ County) ss. Personally came before me this _____ day of _____, 20 _____,
) the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Priority Watershed and Priority Lake Program
Cost-Share Agreement AMENDMENT

Form 3400-068A (R 12/03)

Page 3 of 6

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature

Signature

Typed Name

Typed Name

STATE OF WISCONSIN)
)
_____)ss. Personally came before me this _____ day of _____, 20 _____,
County) the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature

Signature

Typed Name

Typed Name

STATE OF WISCONSIN)
)
_____)ss. Personally came before me this _____ day of _____, 20 _____,
County) the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature

Signature

Typed Name

Typed Name

STATE OF WISCONSIN)
)
_____)ss. Personally came before me this _____ day of _____, 20 _____,
County) the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

☐ Check box if this page purposely left blank.

Cost-Share Agreement AMENDMENT**Addendum 1 – Terms of the Cost-Share Agreement Amendment**

Form 3400-068A (R 12/03)

Page 4 of 6

Section A – General Requirements

- A 1. This agreement is subject to the provisions of s. 281.65, Wis. Stats., and chs. NR 120 and NR 154, Wis. Adm. Code.
- A 2. This agreement is effective from date signed by all parties through the end date of all operation and maintenance periods.
- A 3. The parties to this agreement may not discriminate against any contractor hired to fulfill any responsibility under this agreement because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin.
- A 4. The state cost-share rate for each BMP listed in Addendum 2 of this agreement is based on the eligible costs actually incurred and substantiated, subject to cost containment procedures in chs. NR 120 and NR 154, Wis. Adm. Code.
- A 5. This agreement may be amended by mutual agreement of either party, so long as the agreement has not yet expired.
- A 6. If a significant archeological or historical site is found, construction is to cease immediately and the BMP will be relocated, redesigned, or deleted to prevent damage to the archeological or historical site. The BMP may be deleted only if approved in writing by the Department of Natural Resources.
- A 7. Any loss of cost sharing that results from a cost-share recipient's failure to abide by the conditions of this agreement, or that results from a landowner's voluntary partial or full release from this agreement, shall not invalidate a determination made under s. NR 151.09 or 151.095, Wis. Adm. Code, that cost-sharing has been made available to comply with performance standards or prohibitions.

Section B – Landowner/Operator Shall:

- B 1. Design, install, operate and maintain BMPs listed in Addendum 2 of this agreement according to the specifications identified in chs. NR 120 and NR 154, Wis. Adm. Code, and as identified in the grant agreement between the governmental unit (grantee) and the Department of Natural Resources, which provides cost-sharing funds for this project.
- B 2. Operate and maintain BMP for a minimum of 10 years, beginning when the final BMP covered by this agreement has been installed, except when payment is made for riparian buffers and grassed waterways under s. NR 120.18(1)(f)2, Wis. Adm. Code, then the operation and maintenance period shall be a minimum of 15 years.

When not required as a component of another BMP, the following BMPs are exempt from the 10-year operation and maintenance period requirement and only need to be maintained during the years for which cost sharing is received:

- High residue management
- Cropland protection cover (green manure)
- Nutrient management
- Pesticide management

- B 3. Allow access to the installed BMP by the governmental unit (grantee), the Department of Natural Resources and the Department of Agriculture, Trade and Consumer Protection for site inspection of the BMP for installation, operation and maintenance.
- B 4. Pay for the full cost of BMPs installed under this agreement, then seek reimbursement from the governmental unit (grantee). The landowner/operator shall repay to the governmental unit (grantee) cost sharing related to the installation of one or more BMPs if any term of this agreement is not fulfilled, including any of the following:
- a. Failure to install, operate or maintain a BMP in accordance with the terms of this agreement and s. 281.65, Wis. Stats., and chs. NR 120 and NR 154, Wis. Adm. Code. Repayment of cost sharing received is not required if the governmental unit (grantee) determines a BMP is rendered ineffective due to circumstances beyond the landowner/operator's control [see s. NR 120.13(8), Wis. Adm. Code].
 - b. Adopting or changing any land use, practice or management which defeats the purpose of any BMP covered by the cost-share agreement or the nonpoint source grant agreement.
 - c. Changing land use or management on the entire property described in this agreement which may cause sources of pollution which were adequately managed at the time this agreement was signed to produce a significant increase in pollutant loading to surface water or groundwater counter to the water resources objectives of the approved nonpoint source control plan. If a significant change in land use or management occurs, the landowner shall control the source at his or her own expense or return the full amount of all cost-share payments.
- B 5. Provide the governmental unit (grantee) with copies of invoices, bills, canceled checks and other proof of the costs and expenditures for BMP installation. The landowner/operator waives all rights to cost-share funds where costs and expenditures have not been documented.
- B 6. Amend the cost-share agreement with the governmental unit (grantee) if BMPs are added or deleted and to add or delete BMPs only when the BMPs are consistent with watershed project objectives as required by s. NR 120.13(4)(l), Wis. Adm. Code.
- B 7. Prepare and submit an annual progress report in pollutant reduction of a critical site, if requested by the governmental unit (grantee) subject to availability of cost-sharing funds as required by s. NR 120.13(4)(m), Wis. Adm. Code.
- B 8. Eligibility for state funding is contingent upon the timely payment of child support or maintenance payments. Delinquency in child support or maintenance payments will result in nonpayment of state cost-share funds.

Section C – Governmental Unit (Grantee) Shall:

- C 1. Provide cost sharing to the landowner/operator consistent with Addendum 2, contingent upon the availability of state funds. If funds are not available to install all BMPs, the governmental unit (grantee) shall amend the cost-share agreement with the landowner/operator.
- C 2. Provide for technical assistance for the design of BMPs listed in Addendum 2 of this agreement, and any amendments, unless the landowner/operator provides BMP design which has been approved by the governmental unit (grantee).
- C 3. Make cost-share payments to the landowner/operator after payment is requested and evidence of contractor payment by the landowner/operator has been received, and the governmental unit (grantee) verifies proper BMP installation.
- C 4. Preserve all grant records for a period of 3 years after the lifespan of the longest-maintained BMP. The governmental unit (grantee) shall make these documents available to the Department of Natural Resources upon request.

| CSA Number | Typed Name of Landowner/Operator | Initials of Landowner/Operator | Date |
|------------|----------------------------------|--------------------------------|------|
| | | | |

Page 5 of 6

| CSA Number | Amendment Number | Typed Name of Landowner/Operator | Initials of Landowner/Operator | Date |
|------------|------------------|----------------------------------|--------------------------------|------|
|------------|------------------|----------------------------------|--------------------------------|------|

Cost-Share Agreement AMENDMENT

Attachment 1 – Best Management Practice(s), Cost(s), and Installation Period Changes

Form 3400-068A (R 12/03)

Page 6 of 6

Reasons for Best Management Practice(s), Cost(s), and Installation Schedule Changes and for Cost-Share Recipient Name Change

This section is a narrative of the reasons for additions, deletions, and changes to best management practices, cost-share rates, installation periods, and recipient name change.

Reasons for Best Management Practices ADDED:

Reasons for Best Management Practices DELETED:

Reasons for Best Management Practices, Costs or Installation Period CHANGED:

Reason for Landowner/Operator Name Change:

| CSA Number | Amendment Number | Typed Name of Landowner/Operator | Initials of Landowner/Operator | Date |
|------------|------------------|----------------------------------|--------------------------------|------|
| | | | | |